

Greenfield Munic. Utility IBEW #55 (Public Works) 1/1/2005 12/31/2006

GREENFIELD MUNIC. UTILITY / IBEW #55
(PUBLIC WORKS)

05-06

A G R E E M E N T
Greenfield Municipal Utility
And
Local Union No. 55, I. B. E. W.
January 1, 2005 - December 31, 2006

Table Of Contents

Article I-----Recognition.....	1
Article II-----Management Rights.....	2
Article III-----Cooperation.....	2
Article IV-----Settlements of Differences-Grievances-Arbitration.....	3
Article V-----Seniority.....	4
Article VI-----Working Conditions.....	6
Article VII-----Working Hours - Overtime.....	9
Article VIII-----Holidays.....	10
Article IX-----Vacations.....	10
Article X-----Sick Leave - Other Leave.....	11
Article XI-----Classification of Employees and wage rates.....	13
Article XII-----Insurance.....	13
Article XIII-----Savings Clause - Effective Dates.....	13
Signature Page	14
Exhibit "A"	15

Agreement
Greenfield Municipal Utility
And
International Brotherhood of Electrical Workers Local 55

This Agreement, made and entered into as of this 1st day of January, 2005 by and between Greenfield Municipal Utility hereinafter known as the "Utility" and Local Union No. 55, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter known as the "Union":

WITNESSETH:

This Agreement is entered into for the purpose of facilitating the peaceful and satisfactory adjustment of differences that may arise from time to time and to promote harmony and efficiency, to the end that the Utility, its employees, and the Local Union and the general public may mutually benefit; and the parties hereto contract and agree with each other as follows:

ARTICLE I
Recognition of the Union

Section 1.01. Whereas, the Union having been certified by an order of the Public Employment Relations Board, Case No. 290, dated October 27, 1975, at Des Moines, Iowa, to which certification, reference is hereby made, the Utility agrees to negotiate and bargain exclusively with the Union through its duly accredited officers and representatives, in respect to wages, rates of pay, hours of employment and working conditions of the following employees of the Utility: All full-time and regular part-time employees of the Greenfield Municipal Utility, including electric linemen, electric line foreman, and water plant operators.

Section 1.02. The Utility agrees to make deductions for monthly Union dues upon proper written authorization by the Employee, and to forward the amount so deducted to the Financial Secretary of the Local Union in accordance with a procedure approved by the Utility and the Union. It is understood that any authorization for such payroll deduction shall be subject to cancellation at any time upon thirty (30) days written notice by the employee to the Utility. Should the Utility be held liable for any observance or compliance with any Union dues authorization, the Union will indemnify, defend, and hold the Utility harmless from any liability and any cost, expense and/or attorney fee incurred thereby.

ARTICLE II

Management Rights

Section 2.01. The Union agrees that in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and right to: Direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in positions within the public agency; suspend or discharge public employees for proper cause; maintain the efficiency of governmental operations; relieve public employees from duties because of lack of work or for other legitimate reason; determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted; take such action as may be necessary to carry out the mission of public employer, initiate, prepare, certify and administer to budget; exercise all powers and duties granted to the public employer by law.

The above are reserved to and vested in the Utility subject to the provisions of this agreement. The Utility will notify the Union steward at the same time that it notifies the employee that he is being laid off under the provisions of this section. All employees must live within a five (5) mile driving distance from the corner of South First Street and Kent Greenfield, Iowa. A grace period will be granted for the first six (6) months of employment.

ARTICLE III

Cooperation

Section 3.01. The Union agrees for its members who are employees of the Utility that they will individually and collectively perform safe, efficient and diligent service; that they will use their influence and best efforts to protect the property of the Utility and its interest and that they will cooperate in promoting and advancing the welfare of the Utility and its service at all times as a matter of enlightened self-interest.

Section 3.02. The Utility agrees, on its part, that it will cooperate with the Union to promote safe operations, harmony and efficiency among the Utility's employees under this agreement.

Section 3.03. The Utility and Union jointly and mutually declare it to be their purpose and intent to carry out in good faith the provisions of this agreement and to engage in no subterfuge for the purpose of defeating or evading the provisions hereof.

Section 3.04. Any dispute must be handled as stated herein.

Section 3.05. The Union will be allowed reasonable space on bulletin boards for the purpose of posting official bulletins relating to the business of the Union.

ARTICLE IV
Settlement of Differences - Grievances - Arbitration

Section 4.01. It is agreed that duly authorized representatives of the Union shall have access to the Utility's properties where employees covered by this agreement are employed; however, that employee's performance of regular duties are not to be unnecessarily interfered with. The Union shall keep the manager of the utility advised as to the names of the stewards and representatives who at any time are accredited by the Union to act under this agreement.

a. Within five (5) workdays after the alleged violation, the employee will set forth his grievance in writing and submit it to his Union representative and supervisor. The supervisor and Union representative will then meet with the employee to seek a satisfactory solution.

b. If the matter is not settled in step "a" within five (5) work days, the grievance shall be referred to the business manager of the Union, or his representative, who will meet with the Utility or his representative, as soon as possible and make an effort to settle the grievance.

c. If the matter is not settled in step "b" within five (5) work days (or such longer time as may be agreed in writing), the matter shall be subject to the procedures set forth in Section 2 of this article.

d. Any grievance beyond step "a" shall be written in triplicate with the written statement of action taken at every step of the procedure. When the grievance is finally settled, a copy shall be given to the general manager, the Union representative, and the employee.

Section 4.02. Any controversy arising over the interpretation or violation of this agreement and not otherwise provided for in this contract shall be settled by direct negotiations between the Union and Utility. In the event of the failure to settle such controversy between the Union and the Utility, it may be referred to a neutral arbitrator selected upon mutual agreement of the Union and Employer. In case of failure to agree on the neutral person after five (5) days, either party may request the Federal Mediation and Conciliation Service to nominate seven (7) candidates from their roster of arbitrators maintained by the service. The parties hereto agree to accept one of these candidates for the arbitrator. If one of these is not agreed upon, each party will be allowed to scratch, alternately, three (3) names. The remaining name will be the arbitrator. The arbitrator's decision shall be rendered in writing and shall be final and binding on both the Union and the Utility in any controversy so settled.

Section 4.03. No employee shall lose his wages while the matter is in the hands of the arbitrator for decision, providing such an employee works during this period of time; however, if the arbitration involves the suspension or discharge of an employee and if the employee is found by the arbitrator to have been improperly laid off, suspended, or discharged, then the employee's record shall be cleared of such charges and he shall be paid his guaranteed work time from the time of discharge, suspension or lay off to the time of re-employment.

Section 4.04. The arbitrator shall consider each case solely on its merits and the interpretation of this contract shall constitute the basis upon which the decision shall be rendered. The arbitrator shall determine the correct interpretation and application of this contract or any of its clauses, but shall have no power to alter, amend, revoke, or suspend any of the provisions of this contract.

Section 4.05. Each party shall bear the expense of preparing and presenting its own case. The Union and Employer shall share equally the expenses and fees of the arbitrator.

ARTICLE V

Seniority

Section 5.01. Seniority, as defined herein, shall apply as to length of time in a classification and shall apply when bidding to a higher classification and shall be continuous up to the date of discharge or resignation and thereupon, shall be terminated. Length of service, as used herein, is defined as the right accruing to employees from date of employment, which entitles them to preferences provided for in this agreement.

Section 5.02. "Qualifications", as used herein, is defined as the training, knowledge, physical fitness, ability and skill of an employee related to the particular work in connection with which the term is used. Qualifications, as defined herein, shall be determined solely by management, subject to the grievance procedure.

Section 5.03. Seniority of new employees.

a. All new employees shall be hired as probational or temporary employees.

b. All new employees covered by the classifications made a part of this agreement shall serve a probationary period of not less than six (6) months, and may be released at any time during such period if the Utility decides they are not qualified or suited for employment. All such employees shall be added to the seniority lists and covered by the provisions of this agreement upon completion of this probationary period, and the length of service date of the employee shall be the date of last hire.

c. All new employees who are hired on a temporary basis are subject to release when the particular work for which they were hired has ceased to exist; and if the employee remains longer than the probationary period, shall be subject to the terms and provisions of this agreement.

Section 5.04. Employees who have been laid off because of lack of work as defined in this agreement and during the terms of this agreement shall retain their accumulated seniority for a period of one (1) year if they return to the employment of the Utility as promptly as circumstances permit, but not to exceed thirty (30) days except by mutual agreement, after notification by the Utility of its willingness to re-employ them.

Section 5.05. Seniority rights shall govern in the matter of layoff or rehiring arising from periods of slack work. The first employee to be laid off in any classification shall be the employee with the least Utility seniority in that classification; but upon layoff, such employee may bump another employee in any lower classification who has less seniority providing the first employee is qualified, after a reasonable break-in-period, to perform this job. The last employee laid off shall be the first one recalled under the conditions mentioned in the preceding paragraph.

Section 5.06. The principles of seniority shall govern in promotions, demotions and the filling of old and new jobs providing the employee has the necessary qualifications to perform the work properly and efficiently and subject to the provisions of this article; however, with respect to the promotion, management reserves the right to select between the two highest bidders for any particular job opening or promotion.

Section 5.07. All job vacancies, including old as well as new jobs covered by this agreement shall be filled by the following procedure:

a. The vacancy or new job shall be posted in all areas of the Utility on the bulletin board provided for the Union, for a period of three (3) working days for signature of bidders. Such bid posting to state job classification, which is open, location of work and starting rate of pay.

b. Employees, who at the time, are absent during this entire period due to sick leave, vacation or other valid reasons, shall be given an opportunity to bid for the job by the immediate supervisor in charge of such employees making proper notation on the bid list.

c. When a vacancy is filled through the above procedure, the manager shall within twenty (20) days of the date of the original posting date, post a notice giving the name of the employee awarded the assignment, and a copy of the notice shall be sent to the business manager of the Union. An employee shall not be required to exercise his seniority rights, nor shall he sacrifice any future rights to bid on later vacancies through his failure to do so. No vacancy shall be considered permanently filled unless it has been filled through the above procedure.

d. If, after following the procedure, no qualified bids are received, the Utility shall be free to fill the job by hiring a new employee or the Utility may require a qualified existing employee with the least seniority to transfer to the new job. If an existing employee is required to transfer to a new job, such new job shall be of the same or higher classification as the employee's present job.

Section 5.08. Regular employees on seniority lists released due to lack of work, or for cause not the fault of the employee, shall be entitled to two weeks advance notice in writing. Employees discharged for just cause shall not be entitled to any advance notice, but may request a joint hearing before the Utility and Union in accordance with the provisions of this agreement. Regular employees on seniority lists leaving the employment of the Utility of their own volition shall give the Utility two (2) weeks notice or forfeit all rights under this agreement.

Section 5.09. Employees of the Utility covered by this agreement who shall serve in the armed forces of the United States shall have such benefits as are provided by the laws of the United States.

Section 5.10. Any employee of the Utility covered by this agreement who is injured while on duty shall continue to accumulate seniority during his absence due to injury, and shall be reinstated upon recovery to his former position with full seniority rights, provided he is physically qualified to return to work. It is understood that when such employee returns to work, the regular rules of seniority will prevail for those employees below him on the seniority list, unless otherwise mutually agreed upon between the Union and the Utility.

ARTICLE VI

Working Conditions

Section 6.01. When it is necessary for an employee to work away from the normal area of the Utility in the service of the Utility, the Utility will pay the actual, reasonable, and necessary lodging and meal expense. When such lodging and meal expense is claimed by an employee, the employee shall charge such expense at the place where such meal or lodging were obtained, or if employee advances payment for such expense, the employee shall obtain receipts for same and present them to the Utility as evidence of such expenditure. When an employee is working to assist another organization away from the normal area of the Utility, the employee shall be paid his normal rate of pay for all hours worked and for his travel time.

Section 6.02. The Utility shall pay up to \$150.00 of the cost of safety glasses, examination and any prescriptive correction required and shall replace them when lost or broken in service of the Utility, but not more than one (1) time in a two (2) year period, with eye doctor being at the Utility's discretion. The Utility will furnish all equipment and tools in fixed locations. Such equipment and tools are not to be removed from the premises without the approval of management.

Section 6.03. The Utility will furnish all necessary safety equipment for the protection of the employees working on energized lines or equipment including approved hot line tools and it is the rules of the parties hereto that they be used.

The Utility agrees to pay the full cost of rental, repair and cleaning of eleven (11) uniforms for its employees. The Utility also agrees to furnish a work jacket and one pair of coveralls, which will be replaced when destroyed or worn out. The employee will bear the expense of a new jacket and/or coveralls if lost by the employee.

Section 6.04. When the Utility, in its sole discretion, requires an employee to standby, said employee shall be no further than nine (9) miles from Greenfield. Standby shall include a minimum check of the light plant and water plant (to insure an operational condition) and do necessary book work between the hours of 8:00 and 9:00 a.m. on weekends and holidays. Transportation will be supplied from the Utility warehouse. Employees on standby will be paid \$75 a week standby pay.

Section 6.05. Employees who, because of age, physical disability or lack of other qualifications, are unable to perform fully the duties of a regular job classification, may be retained or employed by agreement between the Utility and the Union as to the special conditions of their employment and rates of pay.

Section 6.06. The Employer may require prospective employees to submit to a job related physical examination after the prospect has been offered the job and prior to commencement of work on the job if the physical exam is required of all entering employees in the classification. The information resulting from the physical exam will be kept in a separate file. If the Employer requires any employee to take a physical exam, the Utility shall designate the medical examiner and pay the cost of these examinations. Examinations shall include a chest x-ray and Electro Cardiogram. Employees found to be physically disqualified, with or without reasonable accommodation, to perform their regular duties shall be reassigned to other work for which they are qualified, if such work is available. If there is not such work available or a reasonable accommodation cannot be made, such physical disability shall be considered just cause for

discharge. In the event the employee disputes the determination of the first physician, the employee may have the matter considered by a physician of his choice. The two physicians, if not in agreement, shall then select a third physician for consideration. The determination by two physicians shall be final. Each party shall pay his physician and one-half of the cost of the third physician. This procedure shall be used to settle any dispute arising on physical conditions.

Section 6.07. Regular pay periods shall be biweekly on Friday. Whenever a payday falls on a holiday, the payday will be the preceding day.

Section 6.08. An employee of the Utility who may be duly delegated to transact business for the Union, other than with the Utility which requires absence from duty, shall upon one forty-eight hours written notice to the employee's immediate supervisor and with the permission of the proper representatives of the Utility, be allowed to absent himself without pay for sufficient time to transact such business. Permission will not be unreasonably denied.

Section 6.09. An employee required to continue work for a period longer than two (2) hours beyond the scheduled quitting time shall be entitled to a meal of reasonable expense furnished or paid for by the Utility and to an additional meal for each additional six (6) hours worked thereafter. Whenever such meals are claimed by an employee, the said employee shall charge the meals at a restaurant or the employee may advance payment for the meals and obtain receipts and present them as evidence of meals paid. An employee, who is called to work before or after his regular workday schedule and misses a meal thereby, shall be entitled to a meal of reasonable expense paid for by the Utility.

Meal times are defined as follows:

Breakfast: Between one (1) hour and one half (1/2) hour prior to normal workday.

Lunch: 12:00 p.m. - 12:30 p.m. Non-workdays

Supper: 6:00 p.m. - 6:30 p.m.

Meals shall be eaten on the employee's own time at the conclusion of work. Exception: during an emergency when the crew is working to re-establish service to customers, and when the crew will be returning to work, employees will be paid for a reasonable amount of time (at the appropriate wage rate) to eat a meal. Operating the light plant through meal times shall be considered an emergency as defined above.

Section 6.10. The Utility provides one fifteen (15) minute rest period each working half day.

Section 6.11. The Utility will not require employees covered by this agreement to work out of doors during unreasonable weather conditions unless such work is necessary to protect life or property or maintain service to the public. The decision as to what constitutes unreasonable weather conditions shall be jointly made by the Utility management and the Local Union steward.

Section 6.12. Each employee shall be assigned an established job classification and shall receive the proper rate of pay in accordance with Exhibit "A" of this agreement for the performance of the duties of the classification and incidental duties. The parties agree that each employee has the

responsibility to carry out assignments in the job classification in which he is working either alone or together with other employees consistent with safety.

Although employees will normally perform work associated with their classification, they will be expected to perform any work which they are qualified to do connected with the operation of the Utility, no matter what their work classification may be. No employee shall suffer a reduction in pay for doing work of a lower paid classification, and shall be paid the rate of a higher classification when doing such work for five (5) consecutive work days or more.

Section 6.13. Apprentice Linemen are understood to be employees in training to become Journeymen Linemen and are subject to the following rules:

- a. Apprentice Linemen shall have two (2) years on-the-job training and will receive the rates of pay provided in Exhibit "A".
- b. For the first six (6) months, apprentices shall not work on energized lines or circuits.
- c. After one (1) year, apprentices may work on all lines and circuits when not energized and on energized lines and circuits up to 600 volts.
- d. After one and one half (1 ½) years, apprentices may work on energized lines and equipment under the supervision of a journeyman.
- e. The foregoing apprentice-training schedule based on a normal four-year period is effective if the apprentice makes normal progress in learning the work and acquiring and using linecraft skills. If any apprentice does not make such normal progress, his employment as an apprentice lineman shall be terminated for lack of qualification. The normal four-year apprentice-training period may be reduced as determined by the Utility to give appropriate recognition to job training and skills acquired from approved vocational training schools or from training acquired from other comparable training programs.

Section 6.14. A valid Commercial Drivers License (class determined solely by the Utility) must be held by all employees. Loss of CDL will be considered cause for discharge or the employee can be retained if the employer decides at a reduced hourly wage rate not to exceed a twenty-five percent (25%) reduction. When the employee's CDL is restored he will return to his regular full rate of pay.

ARTICLE VII

Working Hours - Overtime

Section 7.01. The normal workweek shall consist of forty (40) hours of five (5) consecutive days, Monday through Friday, and the normal workday shall consist of eight (8) hours, between 7:00 a.m. and 5:00 p.m., as determined and posted by the Utility. There shall be no split shifts.

Section 7.02. Employees shall be paid one and one-half times their scheduled rate of pay for all hours worked outside of their normal workday. Overtime will also prevail after forty (40) hours of credited work.

Section 7.03. A minimum of two (2) hours pay at regular overtime rates shall be allowed to all employees who are called to work after having been released from the regular day's work, or if called before their regular starting time of any day.

Section 7.04. Scheduled overtime shall be distributed as equally as practical among the employees within the classification who regularly perform the class of work being done. When an employee is called to work overtime and he turns down the call, he will be charged for overtime distribution purposes, with the same number of equivalent hours which the employee who accepts the call is charged. A designated Union representative may have the privilege of examining the Utility's overtime distribution list.

Section 7.05. An employee who has worked sixteen (16) hours or more in any twenty-four (24) hour period shall be paid at double the straight time rate for all hours worked in excess of sixteen (16) hours, and shall upon release, be entitled to a six (6) hour rest period before the employee returns to work. If this rest period extends into his regular scheduled hours by less than four (4) hours, the employee shall be excused from that portion of his regular hours, and lose no pay thereby. After receiving such rest period, the employee shall not thereafter become subject to the provisions of this section until he, again, works sixteen (16) hours in a subsequent twenty-four (24) hours period. Such subsequent twenty-four (24) hour period shall not commence earlier than his reporting to work following the rest period. The twenty-four (24) hour period shall commence at the start of a regular workday.

Section 7.06. When it is necessary for employees to work on Saturday or Sunday, those employees shall be paid one and one-half (1 ½) times their scheduled rate for all hours worked. All overtime claims are to be signed by management. Disputed claims are to be submitted to the union steward.

Section 7.07. All overtime work shall be authorized by a designated representative of the Utility management.

Section 7.08. Between the hours of 10:00 p.m. and 6:00 a.m., an employee is entitled to six (6) hours of continuous rest. If, because of duty or emergency work, the rest period is disturbed, an employee shall be allowed to absent himself with pay to rest for an equivalent to six (6) hours.

ARTICLE VIII

Holidays

Section 8.01. The Utility will pay each of its employees eight (8) hours of regular pay for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and day preceding Christmas Day, also for three (3) floating holidays to be used anytime during the year at the employee's choosing. A twenty-four (24) hour minimum notice is required for floating holidays. The floating holidays may be taken in one (1) hour minimum increments up to and including the three (3) consecutive days together. Whenever a holiday falls on a Saturday, the preceding day is considered to be a holiday. Whenever a holiday falls on a Sunday, the following day is considered to be a holiday. Whenever an employee is required to work on a holiday to maintain or restore service or protect equipment or has the approval of his immediate superior or foreman, the Utility will pay the employee the allowed holiday straight time plus double time for the number of hours worked. In the event a holiday falls within an employee's vacation period, the employee is entitled to one extra day's vacation.

ARTICLE IX

Vacations

Section 9.01. All full-time regular employees covered by this agreement shall be entitled to vacations each year in accordance with the following:

First (1 st) year of employment	no vacation
After one (1) full year of employment	one week (5 work days)
After two (2) full years of employment and up to and including nine (9) years of employment	two weeks (10 workdays per year)
After the ninth (9 th) year of employment and up to and including eighteen (18) years of employment	three weeks (15 workdays per year)
After the eighteenth (18 th) year of employment and each year thereafter	four weeks (20 work days per year)

Section 9.02. Vacation years shall be from January 1 through December 31 of each year. New employees shall be eligible to take one (1) week vacation after the start of the calendar year, provided they have been employees for six (6) months or more. Vacations must be taken in the calendar year in which the employee is eligible to take the earned vacation. If because of workload or needs of the Utility, as determined by the Board of Trustees, an employee cannot take his vacation, he shall be paid for any accrued but unused vacation. Five (5) days of an employee's vacation may be taken in increments of one or two days provided said employee has two (2) weeks or more of earned vacation, an additional five (5) days of an employee's vacation may be taken in increments of one or two days provided said employee has four (4) weeks of earned vacation, with a (48) hour notice to utility management. Further, it is agreed that the remainder of employee's vacation shall be taken in accordance with the following schedule:

- 2 weeks earned - five (5) consecutive days off
- 3 weeks earned - five (5) consecutive days off
- 4 weeks earned - five (5) consecutive days off

It is not required that employees schedule vacations on Monday through Friday.

Section 9.03. Employees shall receive their regular rates of pay for their regular scheduled workweek for each week of vacation.

Section 9.04. The Utility will respect the wishes of the employees as to the time of taking vacations, subject to workload, needs of the Utility and seniority.

Section 9.05. Any employee who leaves the employment of the Utility shall be paid for the vacation he is entitled to in the year his employment is terminated.

Section 9.06. One (1) week (40 hours) of vacation may (at the employee's request) be sold back to the Utility at the rate of 100% of the employee's hourly wages. Provided the employee has more than one (1) week (40 hours) earned and makes the request before November 1st of each year.

ARTICLE X

Sick Leave - Other Leave

Section 10.01. Temporary and part-time employees are not eligible to accrue sick leave benefits. All other employees shall accrue sick leave at the rate one and one half (1 ½) days per calendar month, accumulating to 90 workdays. An employee shall be paid for 50% of his accumulated sick leave upon termination of employment, unless discharge for just cause, provided he has been employed for ten (10) years or more.

Section 10.02. In the event of sickness or off-the-job injury, the employee will receive eight (8) hours straight time pay at the employee's regularly classified wage rate for each work day that he is sick or unable to work because of such sickness or injury to the extent of his earned sick leave credit; but not more than (40) hours of sick leave benefit at straight time pay in any one week. Sick leave is in no way to be construed as additional vacation time.

Section 10.03. The granting of sick leave is subject to the following requirement.

a. Prompt notification. An employee who is to be absent on account of sickness or off-the-job injury, shall notify his supervisor or the manager as early as practical on the first day of such absence and in advance of his regular scheduled hour for reporting to work on each and every day of such sickness or injury unless the Utility has waived such daily notification. Any expense incurred for such notification shall be paid for by the Utility. Failure to give such notice may result in the absence being charged to vacation or leave without pay as circumstances may justify.

b. Applications that require prior approval. Applications for sick leave for medical, dental, optical and chiropractic examinations or treatments shall be submitted to the department head prior to the beginning of leave. The Employer may request a physician's written recommendation for appointment. If the Union and the Utility agree that the period of leave required is not reasonable, it shall be charged to annual vacation or leave of absence.

c. Medical Certificates. The Utility may require the employee to furnish a medical or dental certificate certifying that the employee was unable to work. In cases where a supervisor dismissed an employee on duty because of illness, sick leave benefit for the balance of the workday is automatically allowed.

d. Sick leave benefits will not be available for any employee for injuries sustained by such employees while engaged in or employed by any business other than this Utility.

e. Any employee found guilty of abusing the sick leave provisions contained in this agreement shall be subject to discipline not only by the Utility but also by the Union.

f. Regular full-time employees who are injured on the job and are eligible for Workers Compensation benefits will be paid the difference between the employee's regular full day's pay and the amount received from Workers Compensation. If an employee elects to be paid the difference between his/her regular day's pay and Workers Compensation benefits, the difference will be deducted from the employee's accumulated sick leave.

Section 10.04. Sick leave may be used because of illness in the immediate family of the employee, as well as for the employee. Immediate family of the employee shall be deemed to include the spouse and children of the employee, step-parent and/or step-child who lives with or has lived with the employee, brother, sister, father, and mother of the employee in life threatening situations. Personal sick leave used for family illness must be granted by management and no request will be unreasonably denied. The necessary time up to four (4) days will be allowed any employee in case of death of persons in the immediate family as defined above and for father-in-law or mother-in-law and grandchildren. Employees may use one (1) sick day each year in the event of death of the employees' grandparents or spouse's grandparents.

Section 10.05. Employees called to serve on civic duty will be paid the difference in pay between check received for civic duty and their regular pay. Employees shall show check received for civic duty and the Utility will pay the difference.

ARTICLE XI
Classification of Employees and Wages Rates

Section 11.01. Classification of employees and wage rates for the employees included in this bargaining unit are set forth in Exhibit "A" attached hereto and made a part thereof.

ARTICLE XII
Insurance

Section 12.01. The Utility shall pay up to \$650.00 as of 01/01/05 and \$700.00 as of 01/01/06 per month of the cost to supply health insurance coverage for its eligible regular full-time employees and their dependents not covered by other insurance, subject to and in accordance with the terms and conditions of the group contract of the insurer selected by the Utility. Forty percent (40%) of the cost of said health insurance in excess of dollar amounts listed above per month shall be paid by the employee, via payroll deduction through a limited cafeteria plan. Such health insurance shall be United Healthcare US-D/K4 PPO plan with vision, dental, and term life insurance equal to employees annual wage and will provide for deductibles as discussed and agreed upon by the parties during negotiations.

Section 12.02. It is understood and agreed that the Utility retains the right to change insurers or self-insure all or any of the present benefits as long as the level of benefits remains comparable.

ARTICLE XIII
Savings Clause

Section 13.01. In the event any provisions of this contract conflict with the existing laws of the United States or of the State, as determined by a court of competent jurisdiction, that part of said contract in conflict therewith shall not be applicable until such laws be changed, either by legislative action or judicial interpretation. It is specifically agreed, however, that all provisions of said contract not in conflict with the applicable laws shall be enforceable, and only that part that conflicts with said law shall be unenforceable; and nothing contained in this contract shall be construed as to require the Utility or the Union to violate any applicable laws. Both Utility and the Union state that it is their intent to comply with all existing laws.

This agreement shall be effective as of the first day of January 2005 and shall continue in full force through the 31st day of December 2006. This agreement shall automatically be extended for each subsequent yearly period, unless either the Utility or the Union shall give notice in writing one hundred eighty (180) days prior to the expiration of any such period that they wish to amend or terminate this agreement.

Section 13.02. If the agreement is reopened as provided in Section 1 of this Article, such amendments as are proposed shall be furnished with such notice, but this shall not be interpreted to mean that new or revised proposals cannot be presented in the course of negotiations.

Section 13.03. Negotiations with regard to renewal agreement shall start not less than one hundred twenty (120) days prior to the expiration of the agreement.

Section 13.04. This agreement shall be binding and all previous policy declarations or statements shall be null and void.

GREENFIELD MUNICIPAL UTILITY

Daniel S. Chiles

Chairman, Board of Trustees

Date: 12-17-04

LOCAL UNION NO. 55, IBEW

Mark J. Nelson

Chairman, L.U. 55.9

Date: 12-21-04

Assistant Business Manager

Date: _____

Exhibit "A"

The Minimum strait time rate of pay for the job classification of the Utility shall be as follows for the years beginning January 1, 2005 and 2006.

	2005	2006
<u>Power Plant Group</u>		
Power Plant Foreman	\$19.36	\$20.04
Power Plant Operator	\$18.55	\$19.20
Apprentices - 1st 6 months	\$16.58	\$17.16
2nd 6 months	\$17.07	\$17.67
3rd 6 months	\$17.57	\$18.18
4th 6 months	\$18.06	\$18.69
 <u>Electric Line Group</u>		
Electric Line Foreman	\$19.36	\$20.04
Electric Line Journeyman	\$18.55	\$19.20
Apprentices - 1st 6 months	\$16.58	\$17.16
2nd 6 months	\$17.07	\$17.67
3rd 6 months	\$17.57	\$18.18
4th 6 months	\$18.06	\$18.69
 <u>Water Plant Group</u>		
Water Plant Foreman	\$19.36	\$20.04
Water Plant Operator	\$18.55	\$19.20
Apprentices - 1st 6 months	\$16.58	\$17.16
2nd 6 months	\$17.07	\$17.67
3rd 6 months	\$17.57	\$18.18
4th 6 months	\$18.06	\$18.69
 <u>Water Distribution Group</u>		
Water Distribution Foreman	\$19.36	\$20.04
Water Distribution Maint. Man	\$18.55	\$19.20
Apprentices - 1st 6 months	\$16.58	\$17.16
2nd 6 months	\$17.07	\$17.67
3rd 6 months	\$17.57	\$18.18
4th 6 months	\$18.06	\$18.69
 <u>Meter Group</u>		
Meter Reader Person	\$10.51	\$10.88
Meter Service Person	\$10.51	\$10.88

The Utility and the Union have agreed to remove the Crew Foreman's position from Exhibit "A" effective January 1, 2002. If this position is ever restored, the related wage rate would be subject to negotiation.